

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

JOHN AND CINDY SKOGEN,
Plaintiffs,

v.

RFJ AUTO GROUP, INC. EMPLOYEE
BENEFIT PLAN, RFJ AUTO GROUP,
INC., GROUP & PENSION
ADMINISTRATORS, INC., and ELAP
SERVICES, LLC,

Defendants.

Case No. 4:19-cv-585

JOINT STIPULATIONS

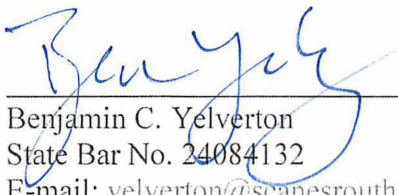
TO THE HONORABLE JUDGE OF SAID COURT:

COME NOW, Plaintiffs JOHN AND CINDY SKOGEN (collectively, “Plaintiffs”) and Defendants RFJ AUTO GROUP, INC. EMPLOYEE BENEFIT PLAN (“The Plan”) RFJ AUTO GROUP, INC. (“RFJ”), GROUP & PENSION ADMINISTRATORS, INC. (“GPA”), and ELAP SERVICES, LLC (“ELAP”) (collectively, “Defendants”) to make and file the following *Joint Stipulations*. Plaintiffs and Defendants hereby stipulate and agree to the following material statements of fact:

1. Defendants have conferred with one another and conducted a full and thorough internal review of their respective claim and appeals files, if any, related to Plaintiffs’ claim for ERISA benefits described in their *Original Complaint*. Defendants stipulate and agree that they have had adequate time to conduct this review and currently possess adequate information to make the stipulations contained herein.
2. After that review, Defendants stipulate and agree that ELAP did not have any involvement in the claims handling or administration of the claims of John and Cindy Skogen described more fully in their *Original Complaint* in this Lawsuit. ELAP did not make any claim decisions, appeal decisions, or determinations of any kind on those claims for healthcare benefits by and on behalf of John and Cindy Skogen.
3. All claims decisions, appeal decisions, and determinations for the claims of John Skogen were made by RFJ, the designated Plan Administrator, or GPA, the designated Claims Administrator, or by some combination of those two entities.

4. Defendants understand, acknowledge, and intend that Plaintiffs rely upon these *Joint Stipulations* in dismissing ELAP from the Lawsuit. Both RFJ and GPA specifically and expressly waive the right to argue or attempt to prove that ELAP made any of the claim(s) and appeal(s) decisions described by the Plaintiffs' *Original Complaint*, and expressly assume any liability for the acts, if any, omissions, if any, or intentional wrongful conduct, if any, of ELAP that may later be discovered in the course of this Lawsuit.

AGREED AND APPROVED:

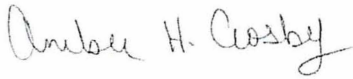


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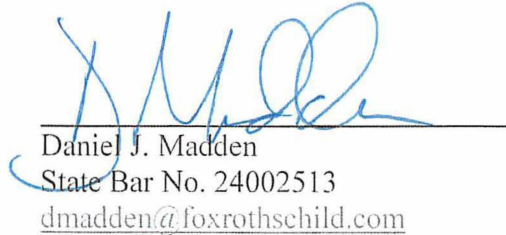
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PENSION ADMINISTRATORS, INC.

CERTIFICATE OF SERVICE

I hereby certify that on this 22nd day of October, 2019, a true and correct copy of the above and foregoing instrument was served upon all counsel of record at or near the time of filing with the Court's ECF system in accordance with the Federal Rules of Civil Procedure.

/s/ Benjamin C. Yelverton

Benjamin C. Yelverton